

ORIGINAL

TITLE SHEET

ARIZONA TELECOMMUNICATIONS TARIFF

COMM SOUTH COMPANIES, INC.

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Comm South Companies, Inc. (hereinafter "Carrier") with principal offices at 2909 N. Buckner Boulevard, Suite 800, Dallas, Texas 75228.

This Tariff applies to services furnished within the State of Arizona.

This Tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at Carrier's principal place of business.

Issued: April 24, 2001

Effective: March 30, 2001

By:
Rick Brown, Vice President
Comm South Companies, Inc.
2909 N. Buckner Boulevard, Suite 800
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DECISION #: 63542

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INTEREXCHANGE SERVICES TARIFF

CHECK SHEET

Sheets of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets, as named below, comprise all changes from the original Tariff that are currently in effect as of the date on the bottom of this sheet.

<u>PAGE</u>	<u>NUMBER OF REVISION</u> <u>(except as indicated)</u>	<u>EFFECTIVE</u> <u>DATE</u>
1	Original	March 30,200 1
2	Original	March 30,200 1
3	Original	March 30,200 1
4	Original	March 30,200 1
5	Original	March 30,200 1
6	Original	March 30,200 1
7	Original	March 30,200 1
8	Original	March 30,200 1
9	Original	March 30,200 1
10	Original	March 30,200 1
11	Original	March 30,200 1
12	Original	March 30,200 1
13	Original	March 30,200 1
14	Original	March 30,200 1
15	Original	March 30,200 1
16	Original	March 30,200 1
17	Original	March 30,200 1
18	Original	March 30,200 1
19	Original	March 30,200 1
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22	Original	March 30,200 1
23	Original	March 30,200 1

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TABLE OF CONTENTS

Sheet

TITLE SHEET	Original Title Sheet
CHECK SHEET	1
TABLE OF CONTENTS.....	2
EXPLANATION OF SYMBOLS	3
TARIFF FORMAT	4
SECTION 1 • DEFINITIONS	5
SECTION 2 • RULES AND REGULATIONS	6
SECTION 3 • DESCRIPTION OF SERVICES	19
SECTION 4 • RATES AND CHARGES Maximum Rates	22
• SECTION 5 • RATES AND CHARGES Price List	23

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this Tariff for the purposes indicated below:

- C - To signify changed regulation
- D - To signify deleted or discontinued rate or regulation
- I - To signify increased rate
- M - To signify a move in location of text
- N - To signify new rate or regulation
- R - To signify reduced rate
- T - To signify a change in text but no change in rate or regulation

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TARIFF FORMAT

- A. Sheet Numbering • Sheet numbers appear in **the** upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. **When** a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers • Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the third revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their Tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence • There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a)
2.1.1.A.1.(a).I
2.1.1.A.1.(a).I.(i)
2.1.1.A.1.(a).I.(i)(1)
- D. Check Sheets • When a Tariff filing is made with the Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the sheets contained in the Tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

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SECTION 1 - DEFINITIONS

Application for Service • A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable Carrier to provide telecommunication service as required.

Carrier • Comm South Companies, Inc., unless the context indicates otherwise.

Commission • Arizona Corporation Commission, unless context indicates otherwise.

Customer • Any person, **firm**, corporation, or other entity which orders or uses service and is responsible for the payment of rates and charges and compliance with Tariff regulations.

Disconnection • The disconnection of a circuit, dedicated access line, or port connection being used for existing service.

ICB • Individual case basis, i.e., a service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of Customer's situation.

• **LATA**: A local access and transport area established pursuant to the Modification of Final Judgment entered by the Unites States District Court for the District of Columbia in Civil Action No. 82-O 192 for the provision and administration of communications services.

Premises • The space designated by Customer as its place or places of business for termination of service (whether for its own communications needs or for its resale customers). In the case of a non-profit sharing group, this term includes space at each sharer's place or places of business, as well as space at Customer's place of business.

Service or Services • The services covered by this Tariff shall include only the State of Arizona.

Tariff • This Tariff containing the descriptions, regulations and rates applicable to the furnishing of service and facilities for telecommunications services provided by Carrier, unless the context indicates otherwise.

Terminal Equipment • Telecommunications devices, apparatus, and their associated wiring, such as teleprinters, telephone, and data sets.

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SECTION 2 - RULES AND REGULATIONS2.1 UNDERTAKING OF CARRIER2.1.1 Scope.

Carrier is a resale common carrier providing intrastate telecommunications services to Customers within the State of Arizona for their direct transmission and reception of voice, data, and other types of telecommunications. Service is available 24 hours a day, seven days a week, throughout the state.

Carrier is responsible under this Tariff only for the services and facilities provided herein. Should Customers use such services and facilities to obtain access to services offered by other providers, Carrier assumes no responsibility for such other service.

2.1.2 Shortage of Equipment or Facilities

A. Carrier reserves the right to limit or allocate the use of existing facilities, or ~~of~~ additional facilities offered by Carrier when necessary because of lack of facilities or due to some other cause beyond Carrier's control.

B. The furnishing of service under this Tariff is subject to availability on a continuing basis of all necessary facilities from providers to Carrier for resale.

2.2 TERMS AND CONDITIONS

2.2.1 Another telephone company must not interfere with the right of any person or entity to obtain service directly ~~from~~ Carrier.

2.2.2 Customer has no property right to the telephone number or any other call number designation associated with services furnished by Carrier. Carrier reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to Customer, whenever Carrier deems it necessary to do so in the conduct of its business.

2.2.3 Neither Carrier nor Customer may assign or transfer its rights or duties in connection with the services and facilities provided by Carrier without the written consent of the other party, except that Carrier may assign its rights and duties (a) to any subsidiary, parent company or affiliate of Carrier; (b) pursuant to any sale or transfer or substantially all the assets of Carrier; or (c) pursuant to any financing, merger or reorganization of Carrier.

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2.2 TERMS AND CONDITIONS (continued)2.2.4 Use of Service

Service may not be used for any unlawful purposes or for any purpose for which any payment or other compensation is received by Customer, except when Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between Customer, authorized user, or joint user to share-the cost of the service as long as the arrangement generates no profit for any participant in the arrangement.

A. Minimum Service Period

The minimum period of service is one month (30 days), unless otherwise stated in this Tariff.

- B. At the expiration of any term specified in a Customer Service Agreement, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Agreement and this Tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Agreement shall survive such termination.

2.3 LIMITATIONS OF SERVICE

- 2.3.1 Carrier offers service to all those who desire to purchase service from Carrier consistent with all provisions of this Tariff. Customers or subscribers interested in Carrier's services shall file a service application with Carrier which fully satisfies Carrier and identifies the services required.
- 2.3.2 Service is offered subject to the availability on a continuing basis of all necessary facilities and/or equipment from other telecommunications providers to Carrier for resale and subject to the provisions of this Tariff. Carrier reserves the right not to provide service to or from a location where legally prohibited or the necessary facilities or equipment are not available.
- 2.3.3 Carrier reserves the right to discontinue furnishing service, upon a written notice, when necessitated by conditions beyond its control, or when Customer is using the service in violation of any provision in this Tariff, the rules and regulations of the Commission, or the law.
- 2.3.4 Title to all facilities provided by Carrier under these regulations remains with Carrier. Prior written permission from Carrier is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

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2.4 LIABILITIES OF CARRIER

- 2.4.1 The liability of Carrier for any damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, errors, or defects in any service, facility, or transmission provided under the Tariff, or representations by Carrier, or use of these services Or damages arising out of the failure to furnish the service whether caused by acts or omission shall not exceed an amount equivalent to the proportionate charge to Customer for the period of service or the facility provided during which such mistake, omission, interruption, delay, error, Or defect occurs. For the purpose of computing this amount, a month is considered to have 30 days. The extension of such allowances for interruption shall be the sole remedy of Customer and the sole liability of Carrier for any direct, indirect, incidental, special, consequential, special, exemplary or punitive damages, or for any lost profits, even if advised of the possibility of the same, as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of Carrier's employees or agents.
- 2.4.2 Carrier's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this Tariff. With respect to any other claim or suit, by a Customer or by others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this Tariff, and subject to the provisions of this Section, Carrier's liability, if any, shall be limited as provided herein.
- 2.4.3 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 2.4.4 Carrier shall not be liable for any claim of loss, expense, or damage, due to any interruption, delay, error, omission, or other defect in service, facility, or transmission provided under this Tariff, if caused by any person or entity other than Carrier, any malfunction of any service or facility provided by any other carrier, act of God, tire, war, civil disturbance, act of government, or by any other cause beyond Carrier's control.
- 2.4.5 Carrier shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Carrier's services.
- 2.4.6 Carrier shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services of equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of Carrier's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of Carrier.

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2.4 LIABILITIES OF CARRIER (continued)

- 2.4.7 Carrier shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; and law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over Carrier, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 2.4.8 Carrier shall not be liable for any act or omission of any entity furnishing Carrier or Carrier's Customers facilities or equipment used for or with the services Carrier's offers or for the acts or omissions of other common carriers or warehousemen.
- 2.4.9 Carrier shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages or losses associated with service, channels, or equipment which it does not furnish, or for damages or losses which result from the operation of **Customer-**provided systems, equipment, facilities or services.
- 2.4.10 Carrier shall not be liable for and shall be fully indemnified, held harmless, and defended by Customer or others authorized by it to use the Service against any claim of loss, expense, or damage, including indirect, special, or consequential damage for:
- A. defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content revealed to, transmitted, processed, handled, or used by Carrier under this Tariff;
 - B. all other claims arising out of any act or omission of Customer or others, in connection with any service provided by Carrier pursuant to this Tariff;
 - C. connecting, combining, or adapting Carrier's facilities with Customer's apparatus or systems;
 - D. any act or omission of Customer or others, in connection with any service provided by Carrier pursuant to this Tariff; or

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INTEREXCHANGE SERVICES TARIFF

2.4 LIABILITIES OF CARRIER (continued)

2.4.10 (continued)

E. any personal injury or death of any person or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by Carrier, if not caused by gross negligence of Carrier.

2.4.11 Customer shall indemnify and hold Carrier harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any **other** party or person(s), and for any loss, damage, or destruction of any property, whether owned by Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by Carrier. Carrier reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

2.4.12 Carrier shall not be liable for any damages, including usage charges, that Customer may incur as a result of the unauthorized use of its Authorization Code(s) by others. The unauthorized use of Customer Authorization Code(s) includes, but is not limited to, the placement of calls using Customer's Authorization Code(s) without the authorization of Customer. Customer shall be fully liable for all such usage charges.

2.4.13 No agent or employee of any other carrier shall be deemed to be an agent or employee of Carrier.

2.4.14 CARRIER MAKES NO WARRANTY REGARDING THE PROVISION OF SERVICE PURSUANT TO THIS TARIFF, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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2.5 RESPONSIBILITIES OF CUSTOMER

- 2.5.1 Customer assumes general responsibilities in connection with the provisions and use of Carrier's service. When facilities, equipment, and/or communications systems provided by others are connected to Carrier's facilities, Customer assumes additional responsibilities. Customer is responsible for the following:
- A. Customer is responsible for placing orders for service, paying all charges for service rendered by Carrier and complying with Carrier's regulations governing the service. Customer is also responsible for assuring that its users comply with regulations.
 - B. When placing an order for service, Customer must provide:
 - 1. the name(s) and **address(es)** of the person(s) responsible for the payment of service charges; and
 - 2. the name(s), telephone number(s), and **address(es)** of Customer contact person(s).
 - C. Customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results **from**:
 - 1. the negligence or willful act of Customer or user;
 - 2. improper use of service; or
 - 3. any use of equipment or service provided by others.

2.5.2 Availability of Service for Maintenance, Testing, and Adjustment

Upon reasonable notice, the facilities provided by Carrier shall be made available to Carrier for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.5.3 Cancellation by Customer

- A. Customer may cancel service any time after meeting the minimum service period. Termination charges will apply if Customer cancels prior to the expiration of a one-year or multi-year service agreement. Such termination charge will be equal to one month's usage as projected in Carrier's proposal for service, or the actual average monthly usage to date, whichever is higher, plus the monthly account charge for the remainder of the contract period.

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2.5 RESPONSIBILITIES OF CUSTOMER (continued)2.5.3 Cancellation by Customer (continued)

- B. If Customer orders service requiring special facilities dedicated to Customer's use and then cancels the order before the service begins, before completion of the minimum service period, or before completion of some other period mutually agreed upon by Customer and Carrier, a charge will be made to Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of Customer by Carrier and not fully reimbursed by installation and monthly charges. If, based on the order, any construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by Customer. Such charge will be determined on a case-by-case basis.

2.5.4 Payment and Charges for Service

- A. Payment for Service is made in advance by Customer at the time any of Carrier's prepaid services are initially purchased or are replenished.
- B. Customer is responsible for payment of all charges for service furnished to Customer or Authorized Users, including, but not limited to all calls originated at Customer's number(s); received at Customer's number(s); billed to Customer's number(s) via **third-party** billing; incurred at the specific request of Customer; or placed using a calling card issued to Customer. If an entity other than Carrier imposes charges on Carrier, in addition to its own internal costs, in connection with a service for which a Carrier **Non-Recurring Charge** is specified, those charges may be passed on to Customer. The initial billing may include the account set-up charge where applicable. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- C. The security of Customer's Authorization Code(s) is the responsibility of Customer. All calls placed using Customer's Authorization Code(s) shall be deducted from Customer's account.
- D. Customers may pay for service by credit card, an authorized payment agent, or check.
- E. Customer is liable for all costs associated with collecting past due charges, including all attorneys' fees.

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2.6 RESPONSIBILITIES OF CARRIER2.6.1 Disconnection of Service by Carrier

Disconnection of service shall be governed by the policies and practices of the Arizona Corporation Commission, in accordance with Arizona Admin. Code R14-2-509.

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service, the Company may by giving requisite prior written notice to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company may, by notice to the Customer, discontinue or suspend service without incurring any liability.
- D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service, the Company may, with prior notice to the customer, discontinue or suspend service without incurring any liability.
- E. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may, with prior notice to the customer, discontinue or suspend service without incurring any liability.
- F. The Company may discontinue the furnishing of any and/or all service(s) to a Customer, without incurring any liability:
 - 1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to Section 2.8.3.F. 1 (a)-(d) if:
 - (a) The Customer provides false information to the Company regarding the Customer's identity, address, past or current use of common carrier communications services, or its planned use of the Company's service(s); or

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2.6 RESPONSIBILITIES OF CARRIER (continued)2.6.1 Disconnection of Service by Carrier (continued)

F. (continued)

1. (continued)

(b) The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:

I. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff, or

II. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or

III. Any other fraudulent means or devices; or

(c) Use of service in such a manner as to interfere with the service of other users; or

(d) Use of service for unlawful purposes.

2. After sending the Customer requisite prior written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within the notice period; or

The suspension or discontinuance of service(s) by Carrier pursuant to this Section does not relieve Customer of any obligation to pay Carrier for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance. Upon Carrier's discontinuance of service to Customer under this Section, all applicable charges shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

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2.6 RESPONSIBILITIES OF CARRIER (continued)2.6.2 Credit Upon Cancellation

Where Carrier cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to Customer or applied against the balance remaining on Customer's account.

2.6.3 Disputed Bills

Customer shall notify Carrier of any disputed items on a bill within 30 days. Carrier will make a prompt and reasonable investigation of each complaint including complaints regarding service requests or problems, whether made in writing, in person, or by telephone. If Customer and Carrier are unable to resolve the dispute to their mutual satisfaction, Customer may file a complaint with the Arizona Corporation Commission.

- A. The date of the dispute shall be the date Carrier receives sufficient documentation to enable it to investigate the dispute. The date of the resolution is the date Carrier completes its investigation and notifies Customer of the disposition of the dispute.

2.7 INTERRUPTION OF SERVICE

Credit allowance for interruption of service which is not due to the negligence of Customer or to the failure of channels, equipment, **and/or** communications systems provided by Customer and other carriers are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal.

2.7.1 Credit Allowances

- A. Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by Carrier.
- B. Credit allowances for failure of service or equipment starts when Customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.
- C. Customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer provided facilities, any act or omission of Customer, or in wiring or equipment connected to the terminal.

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2.7 INTERRUPTION OF SERVICE (continued)2.7.1 Credit Allowances (continued)

- D. Only those portions of the service or equipment disabled will be credited. No credit allowances will be made for:
1. interruptions of service resulting from Carrier performing routine maintenance;
 2. interruptions of service for implementation of a Customer order for a change in the service;
 3. interruptions caused by negligence of Customer or his authorized user; or
 4. interruptions of service because of the failure of service or equipment provided by Customer, authorized user, or other carriers.

2.7.2 Calculation of Credit Allowances

Pursuant to limitations set forth in Section 2.7.1, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours.
- B. Customer shall be credited for an interruption of two hours or more for as long as the interruption continues.
- C. When a minimum usage charge is applicable and Customer fails to meet the minimum usage charge because of a service interruption, a credit shall be applied against that minimum usage charge in the following manner. For each period of two hours that the interruption continues the credit shall equal $1/360^{\text{th}}$ of the monthly minimum charge. Note: in this instance a fractional period of more than one hour shall be treated as a two hour period.
- D. If notice of a dispute as to charges is not received in writing by Carrier within 30 days after billing is received by Customer, the invoice shall be considered correct and binding on Customer, unless extraordinary circumstances are demonstrated.

2.8 RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission. Restoration of service will be subject to all installation charges.

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2.9 TAXES AND SURCHARGES

Customer is responsible for payment of any sales, use, gross receipts, excise, or other local, state, or federal taxes, however designated (excluding taxes on Carrier's net income) imposed on or based upon the provision, sale, or use of Carrier's services. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

- 2.9.1 All state and local taxes are listed as separate line items on the Customer's bill and are not included in the quoted rate(s). Other taxes, charges and regulatory assessments may be identified in the aggregate on the Customer's bill and are not be included in the quoted rate.
- 2.9.2 Such taxes, charges, and assessments shall be billed to the Customer receiving service within the territorial limits of such State, county, city or other taxing authority. Such billing shall allocate the tax, charge, and/or assessment among Customers uniformly on the basis of each Customer's monthly charges for the types of service made subject to such tax, charge, and/or assessment.
- 2.9.3 Rates and charges for Carrier's prepaid services, as stated in Carrier's rate schedule, do not include federal excise tax or those state and local taxes which are required to be paid at the point of sale. The tariffed rate does include those state and local taxes which are required to be paid on the usage of the underlying telecommunications service when that service originates and terminates within a particular tax jurisdiction.
- 2.9.4 Carrier reserves the right to charge Customer an amount sufficient to recover any governmental assessments, fees, licenses or other similar taxes or fees imposed upon Carrier. Any surcharge or fee other than taxes will be filed for Commission approval.

2.10 APPLICATION OF CHARGES

The charges for service are those in effect for the period that service is furnished. If the charge for a period covered by a bill changes after the bill has been rendered, the bill will be adjusted to reflect the new charges.

2.11 FRACTIONAL CHARGES

Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period after service is furnished and dividing that number of days by 30 days (the billing period). The result is then multiplied by the applicable monthly service charge to arrive at the appropriate fractional monthly service charge.

2.12 DEPOSITS

Carrier does not require or collect deposits **from** Customers.

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2.13 START OF BILLING

For billing purposes, the start of service is the day following acceptance by Customer of Carrier's service or equipment. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by Carrier of notification of cancellation as described in Section 2.5.2 of this Tariff.

2.14 INTERCONNECTION

- 2.14.1 Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitation established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Carrier and other participating carriers shall be provided at Customer's expense.
- 2.14.2 Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. Customer is responsible for taking all necessary legal steps for interconnecting its customers provided terminal equipment of communications systems with Carriers' facilities. Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

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SECTION 3 • DESCRIPTION OF SERVICES

3.1 TIMING OF CALLS

3.1.1 When Billing Charges Begin and Terminate for Phone Calls

Customer's long distance usage charge is based on the actual usage of Carrier's network. Usage begins when the called party picks up the receiver (i.e., when two-way communication, often referred to as "conversation time," is possible). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as a usage of the network. A call is terminated when the calling or called party hangs up.

3.1.2 Billing Increments

Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is one minute for a connected call. Unless otherwise specified in this Tariff, calls are billed in one minute increments thereafter. Billing will be rounded to the nearest penny for each call.

3.2 CALCULATION OF DISTANCE

Usage charges for all mileage-sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. Carrier's rates are neither distance- nor time-of-day-sensitive. Formula:

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

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3.3 SERVICE OFFERINGS**3.3.1 Prepaid Long Distance Service**

Prepaid Long Distance Service provides an outbound voice grade communications service for calls charged to **the** Customer's account. The Service allows Customers to place direct-dialed interexchange calls to terminating locations **from** their home telephone. All calls must be charged against an account that has a **sufficient** available balance. At the point in which only 30 seconds of service remain, an audible signal will be given to the user to alert them only so much time is left for long distance service. The Customer may increase the available minutes of **use** by making additional incremental payments.

3.3.2 Prepaid Card Service

Prepaid Card Service provides an outbound voice grade communications service for calls charged to a Prepaid Card. Prepaid Card Service allows Customers to place direct-dialed interexchange calls to terminating locations by dialing a Customer-provided access number and a **Customer-**provided authorization number.

All calls must be charged against an Prepaid Card that has a sufficient available balance. The Customer will be notified in advance of the exhaustion of the card via an interactive voice prompt.

The following types of calls may not be completed with the Prepaid Card Service:

- Calls to 700 numbers
- Calls to toll free numbers
- Calls to 900 numbers
- Directory Assistance calls
- All Operator Service calls
- Busy Line Verification and Interrupt Service
- Calls requiring the quotation of time and charges
- Air-to-Ground calls

Except as may be specifically referenced therein, calls made using Prepaid Card Services are not included in any other Carrier services or promotions.

The number of available Prepaid Cards is subject to technical limitations. Such cards will be offered to Customers on a first come, first served basis. Prepaid Cards are available in various unit denominations as determined by the Carrier. Prepaid Cards will be sold at prices rounded to the nearest cent. The Prepaid Card Service rate does not include federal excise tax or those state and local taxes which are required to be paid at the point of sale. The tariffed rate does include those state and local taxes which are required to be paid on the usage of the underlying telecommunications service when that service originates and terminates within a particular tax jurisdiction.

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3.3 SERVICE OFFERINGS (continued)3.3.3 Directory Assistance Service

Directory Assistance Service is available for domestic calling only to Customers who dial 1+ (NPA) + 555- 12 12 from lines **presubscribed** to Carrier. Up to two requests for numbers may be made on each call to Directory Assistance. A charge will apply whether or not the Directory Assistance bureau furnishes the requested telephone number(s). Directory Assistance Service is provided only where facilities and billing capabilities permit.

3.4 SPECIAL PRICING ARRANGEMENTS • INDIVIDUAL CASE BASIS (ICB)

In lieu of the rates otherwise set forth in this Tariff, rates and charges, including installation, special construction, and recurring charges, may be established at negotiated rates on an ICB, taking into account such factors as **the nature of the** facilities and services, the costs of construction and operation, the volume of traffic commitment, and the length of service commitment by the Customer, as long as the rates and charges are not less than Carrier's costs of providing the service. Such arrangements shall be considered special pricing arrangements, the terms of which will be set forth in individual contracts or Customer term agreements. Specialized pricing arrangement rates or charges will be made available to similarly-situated Customers on comparable terms and conditions. Upon reasonable request, Carrier will make the terms of these contracts available to the Commission and its staff for review on a confidential and proprietary basis. The rates will be made a part of this Tariff.

3.5 PROMOTIONS

Carrier may, from time to time, engage in national and/or intrastate promotional offerings or trials, designed to attract new Customers, to stimulate Customer usage, to test potential new services, **and/or** to increase existing Customer awareness of Carrier services. These offerings may be limited to certain services, dates, times of day and/or locations determined by Carrier. National offerings, the terms of which are set forth in the applicable interstate tariffs governing such programs, may include without limitations, discounts, redeemable points, or cash rewards to Customers. The Commission will be notified prior to the effective date of promotions. To the extent that these programs extend to intrastate services, the terms of these national offerings are incorporated by reference, herein.

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SECTION 4 • RATES AND CHARGES
Maximum Rates

4.1 SERVICE OFFERINGS

4.1.1 Prepaid Long Distance Service

Price Per Unit (measured in one minute increments)	\$0.30
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4.1.2 Prepaid Card Service

Price Per Unit (measured in one minute increments)	\$0.50
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4.1.3 Directory Assistance Service

Rate per directory assistance call:	\$3.00
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4.2 OPERATOR SERVICE CHARGES

	<u>Call Placement Charge Or Connection Fee</u>
Station-to-Station	\$6.00
Person-to-Person	\$8.00
Collect Station-to-Station	\$6.00
Collect Person-to-Person	\$8.00
Third-Party Billing	
Station-to-Station	\$6.00
Person-to-Person	\$8.00
Operator-Dialed Surcharge	\$2.30

4.3 RETURNED CHECK CHARGES

Carrier will bill Customer a maximum one-time charge of \$50.00 if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

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